

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. Applicability.

(a) These terms and conditions of purchase (these "**Terms**") are the only terms which govern the purchase of the goods ("**Goods**") and services ("**Services**"), as applicable, by Jungbunzlauer USA Inc. ("**JBL**") from the seller named on the Purchase Order ("**Seller**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of this Agreement shall prevail and govern, unless the other written contract expressly disclaims, modifies, or supersedes a provision hereof by specific reference thereto. References to Goods herein shall apply only to Purchase Orders providing for the provision of Goods and references to Services herein shall apply only to Purchaser Orders providing for the provision of Services. If a Purchase Order provides for the provision of both Goods and Services, all terms herein apply.

(b) The accompanying purchase order (the "**Purchase Order**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions regardless of whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Fulfillment of or other performance under this Purchase Order constitutes acceptance of these Terms.

2. Delivery of Goods and Performance of Services.

(a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). If no delivery date is specified, Seller shall deliver the Goods within 10 days of Seller's receipt of the Purchase Order. If Seller fails to deliver the Goods in full on the Delivery Date, JBL may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify JBL against any losses, claims, damages, and reasonable costs and expenses directly or indirectly attributable to Seller's failure to deliver the Goods on the Delivery Date, including any delay damages, cover costs, production losses, and expediting charges. JBL has the right to return any Goods delivered prior to the Delivery Date at Seller's expense and Seller shall redeliver such Goods on the Delivery Date.

(b) Seller shall deliver all Goods to the address specified in the Purchase Order (the "**Delivery Point**") during JBL's normal business hours or as otherwise instructed by JBL. Seller shall pack all goods for shipment according to JBL's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide JBL prior written notice if it

requires JBL to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense.

(c) Seller shall provide the Services to JBL as described and in accordance with the dates or schedule set forth on purchase order and in accordance with the terms and conditions set forth in these Terms.

(d) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.

3. Quantity. If Seller delivers more or less than the quantity of Goods ordered, JBL may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If JBL does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms. Delivery shall be made FOB Delivery Point. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.

5. Title and Risk of Loss. Title and risk of loss passes to JBL upon delivery of the Goods at the Delivery Point.

6. Inspection and Rejection of Nonconforming Goods. JBL has the right to inspect the Goods on or after the Delivery Date. JBL, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. JBL's failure to inspect or reject Goods shall not relieve Seller of any obligations or constitute acceptance of nonconforming or defective Goods. If JBL rejects any portion of the Goods, JBL has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If JBL requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, JBL may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 17. Any inspection or other action by JBL under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and JBL shall have the right to conduct further inspections after Seller has carried out its remedial actions.

7. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties, and fees and applicable taxes, including, but not

limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of JBL.

8. Payment Terms. Seller shall issue an invoice to JBL on or any time after the completion of delivery (or at service milestones identified in the applicable Purchase Order(s)) and only in accordance with these Terms. JBL shall pay all properly invoiced amounts due to Seller within 30 days after JBL's receipt of such invoice, except for any amounts disputed by JBL in good faith. All payments hereunder must be in US dollars and made by wire transfer, check, electronic payment, or other payment method approved by Seller. Without prejudice to any other right or remedy it may have, JBL reserves the right to set off at any time any amount owing to it by Seller against any amount payable by JBL to Seller. In the event of a payment dispute, JBL shall deliver a written statement to Seller no later than 5 days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 8. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

9. Seller's Obligations Regarding Services. Seller shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of JBL, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by JBL to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as JBL shall approve. During the term of this Agreement and for a period of two years thereafter, upon JBL's written request, Seller shall allow JBL to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;

(d) obtain JBL's written consent, which may be given or withheld in JBL's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to JBL (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). JBL's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Seller's own employees. Nothing contained in this Agreement shall create any contractual relationship between JBL and any Seller subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon JBL's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to JBL;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the JBL; and

(h) keep and maintain any JBL equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the JBL's written instructions or authorization.

10. Change Orders. JBL may at any time, by written instructions and/or drawings issued to Seller (each a "**Change Order**"), order changes to the Services. Seller shall within 5 days of receipt of a Change Order submit to JBL a firm cost proposal for the Change Order. If JBL accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in the Seller's compensation or the performance deadlines under this Agreement.

11. Warranties.

(a) Seller warrants to JBL that for a period of twenty-four (24) months from the date the Goods are placed into service or thirty (30) months from the Delivery Date, whichever occurs first, all Goods will:

(i) be free from any defects in workmanship, material and design;

(ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by JBL;

(iii) be fit for their intended purpose and operate as intended;

(iv) be merchantable;

(v) be free and clear of all liens, security interests or other encumbrances; and

(vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by JBL;

(b) Seller warrants to JBL that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and

(c) The warranties set forth in this Section 11 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of JBL's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If JBL gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to JBL, and, if applicable, (ii) correct or re-perform the applicable Services. Without limiting the foregoing, if Seller fails to promptly repair or replace defective Goods or correct nonconforming Services, JBL may, at its option, (A) repair or replace such Goods or re-perform such Services itself or through third parties and charge Seller for all costs incurred, or (B) return the Goods to Seller for a full refund.

12. General Indemnification. Seller shall defend, indemnify and hold harmless JBL and JBL's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders, employees, agents, and contractors (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services purchased from Seller, Seller's acts or omissions, negligence, willful misconduct, or breach of these Terms. Seller shall not enter into any settlement without JBL's prior written consent. JBL shall have the right to participate in the defense of any claim at its own expense and with counsel of its choosing.

13. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless JBL and any Indemnitee against any and all Losses arising out of or in connection with any claim that JBL's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without JBL's or Indemnitee's prior written consent.

14. Limitation of Liability. Nothing in this Agreement shall exclude or limit (a) Seller's liability under this Agreement, or (b) Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct.

15. Insurance. During the term of this Agreement and for a period of five (5) years thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect

which includes, but is not limited to, commercial general liability (including product liability and completed operations) in a sum no less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate; umbrella/excess liability in a sum no less than \$5,000,000; worker's compensation insurance as required by applicable law with employer's liability limits of no less than \$1,000,000; and commercial automobile liability in a sum no less than \$1,000,000, with financially sound and reputable insurers with an A.M. Best rating of A- VII or better. Upon JBL's request, Seller shall provide JBL with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name JBL, together with its parent, subsidiaries, and/or affiliates, as JBL may require, as additional insureds on a primary and non-contributory basis. Seller shall provide JBL with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against JBL's insurers and JBL and its affiliates.

16. Compliance with Law. Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. JBL may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

17. Termination. In addition to any remedies that may be provided under these Terms, JBL may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the Seller's delivery of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part. In addition, JBL may terminate this Agreement or any Purchase Order for convenience upon fifteen (15) days' prior written notice to Seller. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then JBL may terminate this Agreement upon written notice to Seller. If JBL terminates the Agreement for cause, JBL shall have no obligation to pay for undelivered Goods or unperformed Services and may recover from Seller all damages incurred. If JBL terminates the Agreement for convenience, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by JBL prior to the termination, plus Seller's documented, reasonable, direct costs for work-in-progress that cannot be repurposed, less Seller's mitigation efforts.

18. Waiver. No waiver by JBL of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by JBL. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of JBL, including but not limited to, specifications, samples, patterns, designs, plans, drawings,

documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by JBL to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by JBL in writing. Upon JBL's request, Seller shall promptly return all documents and other materials received from JBL. JBL shall be entitled to injunctive relief for any violation of this Section.

20. Force Majeure. Neither party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; provided that such events are beyond the reasonable control of the Impacted Party, could not have been prevented by reasonable precautions, and cannot be circumvented through reasonable efforts. Force Majeure Events shall not include labor disputes, strikes, shortages of materials or supplies, Seller's financial difficulties, or changes in market conditions. The Impacted Party shall give notice within 5 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it under this Section 20, the other party may thereafter terminate this Agreement upon 5 days' written notice.

21. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of JBL. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. JBL may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of JBL's assets.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

24. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

25. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Massachusetts in each case located in the City of Newton and County of Middlesex, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

26. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the purchase order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, and Survival. With respect to confidential information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 19 hereof shall survive the expiration or earlier termination of the Order until, if ever, such confidential information loses its trade secret protection other than due to an act or omission of Seller.

29. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.